

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Grant Agreement with
Snohomish County Human
Services in the amount of
\$23,000 to upgrade the existing
video monitoring system at the
Carl Gipson Senior Center.

____ Briefing
____ Proposed Action
____ Consent
____ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL #
Originating Department Parks
Contact Person Lori Cummings
Phone Number 425-257-8353
FOR AGENDA OF June 8, 2016

Initialed by:
Department Head
CAA db
Council President JT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Contract	<u>Department(s) Approval</u> Parks, Legal, Administration
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Snohomish County Human Services has awarded Grant A-16-76-04-198 to the City of Everett in the amount of \$23,000. The purpose of the grant is to upgrade the existing video monitoring system at the Carl Gipson Senior Center. The contract term runs January 1, 2016 – December 31, 2016. No matching funds are required. This is the third consecutive year that Snohomish County Human Services has awarded a grant to the City for improvement to Carl Gipson Senior Center operations. The previous two grant agreements were for \$11,000 each.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Grant Agreement with Snohomish County Human Services in the amount of \$23,000 to upgrade the existing video monitoring system at the Carl Gipson Senior Center.



SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
(425) 388-7200

CONTRACT SPECIFICS:

Contract Number: A-16-76-04-198

Title of Project/Services: Senior Center Projects

Maximum Contract Amount:

\$23,000.00

Start Date:

1/1/2016

End Date:

12/31/2016

Status Determination:

☐ Subrecipient ☒ Contractor

CONTRACTING ORGANIZATION:

Name: City of Everett/Carl Gipson Senior Center

IRS Tax No. \ EIN: 91-6001248

Address: 2930 Wetmore Ave, 10th floor

Unique Entity Identifier: 028786585

City: Everett

Contact Person: Deb Loughrey-Johnson

State & Zip: Washington, 98201

Telephone: 360-257-8780

FUNDING:

Funding Authority: County General Fund; 1/10th of 1% Sales Tax

Funding Specifics: SCCO 15-081; RCW 82.14.460

Federal Agency: N/A

CFDA No. & Title: N/A

Federal Award ID No: N/A

County Program Division:

Aging and Disability Services

County Contact Person:

Danielle Maiden

Contact Phone Number:

425-388-6433

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2015-101-198, maintained on file at the Human Services Department:

Specific Terms and Conditions	Attached as	Exhibit A	No Service Disruption Guar	Attached as	Attachment A, Exhibit E
Statement of Work	Attached as	Exhibit B	HIPPA/Business Associate Agreement w/Attachment 1	Attached as	Exhibit H
Approved Contract Budget	Attached as	Exhibit C	Major Incident Policy Procedure	Attached as	Exhibit I
Labor Harmony Agreement	Attached as	Exhibit E			

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) _____ (Date) _____

Mary Jane Brell-Vujovic, Director _____ (Date) _____
Department of Human Services

(Title) _____

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
SENIOR CENTER PROJECTS

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Agency shall comply with the following documents incorporated by reference and maintained on file at the Division of Long Term Care and Aging (LTCA):

- A. LTCA Program Instructions;
- B. Multipurpose Senior Center Guidelines (hereinafter Guidelines), as now or hereafter amended, published by the Washington State Aging and Long-Term Support Administration; and
- C. *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, The National Council on the Aging, Inc.

II. REPORTING REQUIREMENTS

The Agency shall submit required reports on a format supplied or approved by LTCA. Overdue reports shall delay payment to the Agency until the next billing month.

Report Titles

Due

Quarterly Senior Center Participant and Volunteer Hours Tracking Report	Due 15th of the month following the reporting quarter.
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Annual Survey Report	Due April 15, 2016.
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- A. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Agency has a name, date of birth, and address.
- B. Quarterly Participant and Volunteer Hours Tracking Report shall include:
 - 1. Unduplicated count of participants by reporting quarter and year-to-date;
 - 2. The number of participants residing outside of the city in which the Agency is located, by reporting quarter and year-to-date; and

3. The number of volunteer hours by reporting quarter and year-to-date.

C. Quarterly Program Evaluation Project Report

1. Exhibit B, Scope of Work, Section II, Minimum Service Requirements, describes program evaluation projects.
2. Quarterly reports shall be submitted on a form submitted by LTCA.

III. HOURS OF SERVICE

The Agency will be open and provide services during its normal business hours of 10:00 AM to 3:00 PM Monday through Friday.

IV. REIMBURSEMENT

- A. The request for reimbursement must be submitted on forms approved by LTCA. The monthly billing shall be based on allowable expenses and be accompanied by monthly expenditure reports showing line-item expenditures corresponding to the Approved Budget or amended Approved Budget Exhibit C.
- B. The Agency must submit final request for reimbursement for 2016 expenses no later than January 8, 2017. Billings received after January 8, 2017 for expenses incurred in 2016 may not be processed.

V. TRAINING REQUIREMENTS

The Agency shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

VI. EMERGENCY PROCEDURES

The Agency must establish a written plan that describes procedures to be followed in the event a client becomes ill or is injured while at the Agency's Center or if staff is in the client's home. The plan must be thoroughly explained to staff and volunteers.

VII. CLIENT GRIEVANCE PROCEDURE

Written information regarding the Client Grievance Procedure shall be posted in a place readily visible to clients.

VIII. STAFF REQUIREMENTS

The Agency shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

- A. Administration and staff supervision;
- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

IX. NON DISCRIMINATION

In addition to the provisions contained in the Basic Terms and Conditions Agreement (referenced on the Contract face page) between the Agency and Snohomish County, the following term applies:

The Agency and any subcontracting party shall comply with the Washington State Regulations for Barrier-Free Facilities, WAC 51-50-005, as amended. The Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all program services for the disabled community.

EXHIBIT B
STATEMENT OF WORK
SENIOR CENTER PROJECTS

I. SERVICE DEFINITION

The Agency shall operate, or provide for the operation of a Senior Center. A Senior Center is a community facility where Snohomish County residents age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community.

II. MINIMUM SERVICE REQUIREMENTS

A. The Agency shall:

1. Continue to provide a minimum of six (6) different services/programs. Service areas include, and are not limited to: social needs, intellectual needs cultural needs, economic needs, physical needs, personal growth, leadership potential, self-image improvement, intergenerational, and cooperative with other agencies.
2. Collect accurate participant data that supports successful completion of the Quarterly Participant and Volunteer Hours Tracking report. To be counted as a participant, a person must be a Snohomish County resident, age 55 or older, who has signed in and participated in a Agency-sponsored face-to-face activity and for whom the Agency has a name, date of birth and address.
3. Comply with the Program Survey process including:
 - a. By January 30, 2016 provide in writing to LTCA staff, a list of programs/activities that are provided at the Center's facility and that closely align with the priorities of the 1/10 of 1% Chemical Dependency and Mental Health program requirements; and
 - b. Conduct a survey, provided by LTCA staff, of all participants of the programs/activities that are provided at the Center's facility on March 8, 2016.

- B. The Agency shall promptly forward all required reporting forms completed in prescribed detail and submitted on the dates set forth by the County. Overdue reports shall delay payment to the Agency until the next billing month.**

- C. The Agency shall work with the County to establish protocols for data entry, data transfer and data sharing.
- D. The Agency shall send a representative to the Council on Aging Senior Center Committee.

III. MONITORING

The Agency will cooperate with LTCA as it conducts its assessment of senior center operations against the Senior Center Standards and County criteria for funding.

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

**EXHIBIT C
APPROVED CONTRACT BUDGET
COST REIMBURSEMENT**

PROGRAM TITLE: Senior Center Projects

AGENCY: City of Everett (Carl Gipson Senior Center of Everett)

ADDRESS: 2930 Wetmore Avenue, 10th Floor, Everett, WA 98201

CONTRACT PERIOD: 1/01/2016 TO 12/31/2016

REVENUE SOURCES:

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	AMOUNT
<u>County General Revenue</u>	<u>\$ 7,000</u>
<u>1/10th of 1% Sales Tax</u>	<u>4,000</u>
<u>One-time Additional Cont. 1/10th of 1% Sales Tax</u>	<u>12,000</u>
TOTAL FUNDS AWARDED:	<u>\$23,000</u>

NON-FEDERAL MATCHING RESOURCES:

<u></u>	<u></u>
<u></u>	<u></u>
TOTAL NON-FEDERAL RESOURCES:	<u></u>

MATCH REQUIREMENTS FOR CONTRACT: PERCENTAGE: N/A AMOUNT: N/A

OTHER PROGRAM RESOURCES (Identify):

SOURCE	PERIOD	AMOUNT
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
	TOTAL OTHER RESOURCES	<u></u>

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: County General Revenue	FUND SOURCE: 1/10th of 1% Sales Tax	FUND SOURCE: One-Time 1/10th of 1% Sales Tax	MATCHING RESOURCES	TOTAL	OTHER RESOURCES
10	Salaries/Wages						
20	Benefits						
30	Operating Equipment		\$4,000.00	\$2,000.00		\$6,000.00	
41	Prof. Services	\$1,000.00				\$1,000.00	
42	Postage						
42	Telephone						
43	Mileage/Fares						
43	Meals						
43	Lodging						
44	Advertising						
45	Leases/Rentals						
46	Insurance						
47	Utilities						
48	Repairs/Maint.	\$6,000.00				\$6,000.00	
49	Printing						
49	Dues/Subscript.						
49	Registr/Tuition						
64	Machinery/Equip			\$10,000.00		\$10,000.00	
	TOTAL	\$ 7,000	\$4,000.00	\$12,000.00		23,000.00	

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e. Salaries: 40% Program person, etc. Benefits: FICA, MEDICAL, etc. Communications: Postage, Telephone, etc.
<p>\$6,000.00</p> <p>\$1,000.00</p> <p>\$6,000.00</p> <p>\$10,000.00</p>	<p>Operating Equipment/ wiring, cable/ cameras</p> <p>Professional Services/ warranties and insurance on products</p> <p>Repairs and Maintenance installation and reuse any old equipment if possible</p> <p>Machinery and equipment/ hard drive, monitor, cameras</p>
<p>TOTAL</p> <p>\$23,000.00</p>	

EXHIBIT E

LABOR HARMONY REQUIREMENT

Adopting Written Contracting Policies for Certain Human Services Contracts
in Accordance With SCC 2.400.067

On March 25, 2009, the Snohomish County Council passed Ordinance No. 09-011 relating to contracts for all home care services and for those services funded by revenues derived from the tax imposed by SCC 4.25.010. The ordinance requires the Snohomish County Executive to adopt such written contracting policies as he determines necessary "to prevent or mitigate service disruptions caused by labor unrest within private sector providers of home care services, chemical dependency or mental health treatment services, or therapeutic court services, that would harm vulnerable members of the community, compromise the efficient delivery of county services, or adversely impact law enforcement services provided by the county" (SCC 2.400.067(1)). For purposes of these policies, the services described in SCC 2.400.067(1) are hereinafter referred to as the "Services."

I. NO SERVICE DISRUPTION GUARANTEE

The Agency agrees to maintain an appropriate level of service at all times in order to prevent or mitigate disruptions to the contracted-for services caused by labor unrest. The Agency agrees to sign a guarantee that appropriate levels of service will be maintained by the Agency at all times specified in the Contract (hereinafter, a "No Service Disruption Guarantee", which is attached as Attachment A to this Exhibit). Provided, however, that the provision of a signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the Agency and the exclusive bargaining representative of the Agency's employees who are essential to the delivery of Services may substitute for the Agency's signing of a No Service Disruption Guarantee, so long as that signed agreement includes a No Service Disruption Guarantee and both the Agency and the exclusive bargaining representative agree to the substitution.

II. LABOR HARMONY PLAN

The Agency will, unless exempted under Section VI below, submit a plan to address how the Agency will make every good faith effort to resolve labor disputes without disrupting contracted-for services.

- A. If the employees of the Agency who are essential to the delivery of Services have an exclusive bargaining representative when the County contract or contract amendment is executed, that representative must jointly develop and approve the Labor Harmony Plan.

- B. If, during the course of the term of a contract for services, a labor organization informs the Agency and the County in writing that it is seeking to become the exclusive bargaining representative of the employees essential to the delivery of Services, the County will notify the Agency and the labor organization within seven (7) days that they must jointly submit to the County a Labor Harmony Plan to avoid service disruption (hereinafter, the "Notice"). If, after ninety (90) calendar days from the date of Notice, the Agency and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.
- C. If the same labor organization is subsequently certified as the exclusive bargaining representative for the Agency's employees who are essential to the delivery of Services during the course of the term of a contract for Services, an updated Labor Harmony Plan jointly agreed to by the Agency and that exclusive bargaining representative must be submitted to the County by the Agency within ninety (90) calendar days from the date of certification of the labor organization as the exclusive bargaining representative or from the date of its voluntary recognition. If, after ninety (90) calendar days from the date of certification or recognition, the Agency and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.

The Labor Harmony Plan must be signed by the Agency and the labor organization or collective bargaining representative, as the case may be, and may (but is not required to) be contained in a collective bargaining agreement signed by the employer and the representative if that agreement includes a No Service Disruption Guarantee and if it will be in effect during the full term of a contract for Services. A collective bargaining agreement that will expire before the end of the contract period may only serve as the Labor Harmony Plan if it is supplemented by a Labor Harmony Plan signed by the employer and the representative that addresses how the Agency will make every good faith effort to resolve labor disputes without disrupting contracted-for services during the portion of the contract period not covered by the agreement.

III. SANCTIONS FOR NONCOMPLIANCE

- A. Any efforts by the County to bring applicable service Agencies into compliance with these requirements must be consistent with the County's proprietary interest in preventing or mitigating disruptions in Services caused by labor unrest.
- B. A Agency's failure to submit a No Service Disruption Guarantee and, unless exempted under Section VI below, a Labor Harmony Plan to the County in accordance with these requirements may result in a denial of that Agency's application to contract for Services.

- C. A Agency's failure to maintain its No Service Disruption Guarantee and, unless exempted under Section VI below, to follow its Labor Harmony Plan may result in the mid-term termination of that Agency's contract for Services.
- D. In addition, the County may, in its sole discretion, deduct from the compensation that would otherwise have been paid to a Agency of Services the cost to the County of mitigating the impact on its clients caused by disruption of Services in violation of the Agency's No Service Disruption Guarantee.
- E. If the Agency and an exclusive bargaining representative, if any, do not take progressively responsible steps to restore Services within a reasonable period of time after a service disruption caused by labor unrest, such determination to be made in the sole and absolute discretion of the County, the County may terminate the Agency's contract for cause.
- F. A history of disruptions to Services due to labor unrest may also result in a disqualification of the Agency from the award of future County contracts for Services.

IV. APPEALS OF SANCTIONS

A Agency may choose to appeal the imposition of the sanctions described above, such appeal to be submitted in writing to the Director of the Snohomish County Human Services Department within thirty (30) calendar days of their assessment by the County. All appeals will be reviewed and decided within 15 calendar days of submittal by a panel of three (3) persons appointed by the County Executive, one of whom shall be the Director of the Snohomish County Human Services Department. None of the three (3) persons shall be employed by either the Agency or the labor organization. The review on appeal shall be limited to whether there was a reasonable basis for the original imposition of sanctions. The decision of the panel will be final, after which no further appeals will be accepted by the County.

V. ARBITRATION PROCEDURES

If a Agency and a labor organization or collective bargaining representative cannot agree on a Labor Harmony Plan as provided in §§ II.B and II.C above, either or both may submit the matter to a neutral third-party arbitrator. The arbitrator's decision will not in any way establish the terms of a collective bargaining agreement unless both parties agree to the terms.

In determining the appropriateness and efficacy of the parties' proposals, the arbitrator shall compare the parties' proposals with agreements entered into by other employers and labor organizations involving services similar to the Services under similar working conditions and with other similarly situated employees in comparable communities in the state of Washington unless an inadequate number of

comparable employers exists within the state of Washington, in which case comparable communities in the Pacific Northwest may be considered.

VI. EXEMPTIONS

- A. When the employees of a Agency who are essential to the delivery of Services are not represented by an exclusive bargaining representative and when no labor organization has notified the Agency that it is seeking to become the exclusive bargaining representative of those employees, a Agency will be exempted from submitting a Labor Harmony Plan.
- B. The County may, in its sole and absolute discretion, determine that its proprietary interests may be harmed if it refuses to contract with a Agency as a result of this policy. Among the factors that the County may consider in making this determination are whether the County has the ability to contract with another Agency that:
 - 1. Could provide the same Services with comparable cost and quality;
 - 2. Has a record of avoiding labor unrest, and
 - 3. Has, if applicable, submitted a Labor Harmony Plan to the County.
- C. In addition, if the labor organization or collective bargaining representative refuses to engage in arbitration with a Agency after the Agency's efforts to meet have been rebuffed and the Agency has requested arbitration, the Agency may be relieved of its obligation to engage in arbitration to develop its Labor Harmony Plan.

VII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, portion or part of these written contracting policies is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of these policies.

ATTACHMENT A, EXHIBIT E

NO SERVICE DISRUPTION GUARANTEE

This Contract is subject to the provisions of SCC 2.400.067 and the Labor Harmony Requirements, Exhibit E. Those requirements include but are not limited to the following:

- A. The Agency agrees to maintain appropriate levels of Services at all times in order to prevent disruptions caused by labor unrest at all times specified in the Statement of Work, Exhibit B or amended Exhibit B. In addition, the Agency agrees to work jointly with the Department of Human Services to mitigate the impact on recipients of any disruptions in Services that may occur despite the Agency's best efforts to avoid them.
- B. This No Service Disruption Guarantee is a material element of the Contract. Failure of the Agency to comply with this Guarantee shall be deemed a breach of the Contract. The specific requirements, possible alternatives, sanctions for non-compliance, and appeals process described in Exhibit E shall apply to this Contract.
- C. A signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the Agency and the exclusive bargaining representative of the Agency's employees who are essential to the delivery of Services may substitute for the Agency's signing of a No Service Disruption Guarantee, provided:
 - 1. The signed agreement includes a No Service Disruption Guarantee;
 - 2. Both the Agency and the exclusive bargaining representative agree to the substitution; and
 - 3. The agreement is valid for the duration of this Contract.

Signature

Date

Name and Title

If a signed, enforceable agreement between the Agency and the exclusive bargaining representative that includes a No Service Disruption Guarantee is submitted with this Contract in lieu of the signing of this No Service Disruption Guarantee, initial here

EXHIBIT H

HIPAA / BUSINESS ASSOCIATE AGREEMENT

SENIOR CENTER PROJECTS

I. PURPOSE

The Agency will receive, have access to or create Protected Health Information, as that term is defined below, in order to provide services on behalf of the County under the Contract. The purpose of this Exhibit is to provide assurances regarding responsibilities to maintain strict confidentiality, under the Health Insurance Portability and Accountability Act (Pub. L. No. 104-191) ("HIPAA") and the implementing regulations promulgated thereunder, 45 CFR Parts 160 and 164 (the "HIPAA privacy regulations"), of individually identifiable health information ("Protected Health Information" or "PHI") to which Agency gains access under this Contract. The HIPAA privacy regulations provide that a covered entity is permitted to disclose Protected Health Information to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written agreement that the business associate will appropriately safeguard the Protected Health Information. For those purposes, the Agency is a business associate of the County.

II. DEFINITIONS

- A. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access Confidential Information.
- B. "Disclose" and "disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Agency's internal operations or to other than its employees.
- C. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- D. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- E. "Protected Health Information" has the same meaning as that term is defined in 45 C.F.R. § 160.103, limited to the information created or received by Agency from or on behalf of the County.

- F. "Required by law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. "Required by law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.
- G. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a Hardened Password, passphrase or other mechanism, authenticates a user to an information system.
- H. "Use" or "uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Agency's internal operations.
- I. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

III. **OBLIGATIONS OF AGENCY**

- A. Use and Disclosure. The Agency shall not use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.
- B. Appropriate Safeguards. The Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit.
- C. Mitigation. The Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information by Agency in violation of the requirements of this Exhibit.
- D. Reporting Unauthorized Use or Disclosure. The Agency shall report to the County within five (5) business days any use or disclosure of Protected Health Information not provided for by this Exhibit of which it becomes aware.
- E. Use of Agents and Subagencies. The Agency shall require that each of its agents and subagencies to whom it provides Protected Health Information received from or created or received by Agency on behalf of the County agree in writing to the same restrictions and conditions that apply through this Exhibit to Agency with respect to such information.

- F. Individual Access. The Agency shall provide access, at the request of the County, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Amendments to Protected Health Information. The Agency agrees to make any amendments to Protected Health Information that the County directs or agrees to pursuant to 45 C.F.R. § 164.526 within ten (10) business days of the County's request.
- H. Agency Compliance Records. The Agency shall make its internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Agency on behalf of, the County available to the County in the time and manner designated by the County, for purposes of the County determining the Agency's compliance with the HIPAA privacy regulations.
- I. Documentation and Accounting of Disclosures. The Agency shall document disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. The Agency further agrees to provide the County with such accounting within ten (10) business days of its request to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

IV. PERMITTED USE AND DISCLOSURE BY AGENCY

- A. General Use and Disclosure. Except as otherwise limited by this Exhibit, the Agency may use or disclose Protected Health Information to perform its obligations and services to the County, provided that such use or disclosure would not violate the HIPAA privacy regulations if done by the County.
- B. Specific Use and Disclosure Provisions.
 - 1. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information for the proper management and administration of the Contract or to carry out the legal responsibilities of the Agency.
 - 2. Except as otherwise limited in this Exhibit, the Agency may disclose Protected Health Information for the proper management and administration of the Agency, provided that disclosures are required by law, or Agency obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Agency of any instances

of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information to provide data aggregation services to the County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B), if applicable.
4. The Agency may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

V. OBLIGATION OF COUNTY

The County shall notify the Agency of any known future restrictions or limitations on the use of Protected Health Information that would affect Agency's performances of services under the Agreement, and Agency shall thereafter restrict or limit its uses and disclosures accordingly.

VI. TERMINATION FOR CAUSE

- A. In addition to and notwithstanding the termination provisions in the Contract, upon the County's discovery of a material breach by Agency of the provisions of this Exhibit, the County may:
 1. Provide an opportunity for Agency to cure the breach or end the violation and terminate the Contract if Agency does not cure the breach or end the violation within the time specified by the County; or
 2. Immediately terminate the Contract if Agency has breached a material term of the Contract and cure is not possible.
- B. If neither termination nor cure is feasible, the County shall report the violation to the Secretary of the United States Department of Health and Human Services.

VII. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- A. Except as provided in Section VII.B below, upon termination for any reason or expiration of the Contract, the Agency shall within ten (10) business days of such termination or expiration return or destroy all Protected Health Information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subagencies or agents of Agency. The Agency shall retain no copies of the Protected Health Information.

- B. In the event that the Agency determines that returning or destroying the Protected Health Information is infeasible, the Agency shall provide to the County notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, the Agency shall extend the protections of this Exhibit to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such Protected Health Information. This provision shall survive termination of the Contract.

VIII. HITECH COMPLIANCE

- A. The Agency acknowledges and agrees to follow the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act outlines the Agency's obligations when addressing privacy, security and breach of notification.
- B. In the event of a breach of unsecured protected health information (PHI) or disclosure that compromises the privacy or integrity of PHI, the Agency shall take all measures required by state or federal law. The Agency shall provide the County with a copy of its investigative results and other information requested. The Agency shall report all PHI breaches to the County.
- C. The Agency shall notify the County within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative as outlined in 45 CFR §§164.304, 164.314 (a)(2)(C), 164.504(e)(2)(ii)(C), and 164.400-.414.
- D. The Agency shall notify the County within one (1) business day by telephone or e-mail of any potential breach of security or privacy. The Agency shall follow telephone or e-mail notification with a secured faxed or other written explanation of the breach, to include the following: date and time of the breach, medium that contained the PHI, origination and destination of PHI, the Agency's personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible for the mitigation. The Agency shall address communications to:

Snohomish County Human Services
3000 Rockefeller Avenue, MS 305
Everett, WA 98201.

IX. MISCELLANEOUS

- A. No Third Party Beneficiaries. Nothing in this Exhibit shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liability whatsoever.
- B. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits the County to comply with the HIPAA and HITECH privacy regulations.
- C. Amendments. The parties agree to take such action as is necessary to amend the requirements under this Exhibit from time to time as is necessary for the County to comply with the requirements of the HIPAA and HITECH privacy regulations as may be amended or clarified by any applicable decision, interpretive policy or opinion of a court of the United States or governmental agency charged with the enforcement of the HIPAA and HITECH privacy regulations.

X. DATA SECURITY REQUIREMENTS

A. Data Transport.

When transporting Confidential Information electronically, including via email, the data will be protected by:

1. Transporting the data within the County network or Agency's internal network; or
2. Encrypting any data that will be in transit outside the County's network or Agency's internal network. This includes transit over the public Internet.

B. Protection of Data.

The Agency agrees to store data on one (1) or more of the following media and protect the data as described:

1. **Hard disk drives**. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
2. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to

the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

3. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section D. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
4. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS or the County on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access said data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS or the County on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
6. **Paper documents.** Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe to which only authorized persons have access.

7. Data storage on portable devices or media.

- a. County data shall not be stored by the Agency on portable devices or media unless specifically authorized within the Specific Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
 - 1) Encrypt the data with a key length of at least 128 bits;
 - 2) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - 3) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;
 - 4) Physically protect the portable device(s) and/or media by:
 - a) Keeping them in locked storage when not in use;
 - b) Using check-in/check-out procedures when they are shared; and
 - c) Taking frequent inventories.
- b. When being transported outside of a secure area, portable devices and media with confidential County data must be under the physical control of Agency staff with authorization to access the data.
- c. Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a secure area.
- d. Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

8. Data Stored for Backup Purposes

- a. Data may be stored on portable media as part of an Agency's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while Confidential Information still exists upon it,

such media will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

- b. Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc) as part of an Agency's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Exhibit H. If this media is retired while Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

C. Data Segregation.

1. County data must be segregated or otherwise distinguishable from non-County data. This is to ensure that when no longer needed by the Agency, all County data can be identified for return or destruction. It also aids in determining whether County data has or may have been compromised in the event of a security breach.
2. County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-County data; or,
3. County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to County data. Or,
4. County data will be stored in a database which will contain no non-County data. Or,
5. County data will be stored within a database and will be distinguishable from non-County data by the value of a specific field or fields within database records. Or,
6. When stored as physical paper documents, County data will be physically segregated from non- County data in a drawer, folder, or other container.
7. When it is not feasible or practical to segregate County data from non-County data, then both the County data and the non- County data with which it is commingled must be protected as described in this Exhibit.

D. Data Disposition.

When the contracted work has been completed or when no longer needed, except as noted in B.2 above, data shall be returned to the County or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	<ol style="list-style-type: none"> 1. Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data; 2. Degaussing sufficiently to ensure that the data cannot be reconstructed; or 3. Physically destroying the disk.
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.

- E. Notification of Compromise or Potential Compromise. The compromise or potential compromise of County shared data must be reported to the County contact designated in the Contract within one (1) business day of discovery.
- F. Data shared with Subagencies. If County data provided under this Contract is to be shared with a subagency, the Contract with the subagency must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Agency cannot protect the data as articulated within this Contract, then the Contract with the subagency must be submitted to the County contact specified for this Contract for review and approval.

ATTACHMENT 1, EXHIBIT H

Agency Agreement on Nondisclosure of Confidential Information
This form is for Agencies and other non-County employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for Snohomish County granting me access to County property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use County systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share County system passwords with anyone or allow others to use the County systems logged in as me.
7. Will not distribute, transfer, or otherwise share any County software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the County.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-County employee who has access to Confidential information, and updated at least annually. Provide the non-County employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME

NON-COUNTY EMPLOYEE'S SIGNATURE

DATE

EXHIBIT I

MAJOR INCIDENT REPORTING POLICIES AND PROCEDURES

SENIOR CENTER PROJECTS

I. POLICY

- A. Agencies must report major incidents to the appropriate County authorities within one (1) business day from when the Agency becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured and all necessary emergency measures have been taken.
- B. Agencies must report suspected abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children to DSHS Adult Protective Services (APS) or Child Protective Services (CPS) per RCW 74.34 and RCW 26.44.
- C. Major incidents as outlined below must be reported directly to the County in addition to any other mandated reporting authorities. This refers specifically to County contracted services:
 - 1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual;
 - 2. Major disruption of an County contracted service;
 - 3. Any event involving known media interest or litigation;
 - 4. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client or staff;
 - 5. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the County or the Agency;
 - 6. Any breach or loss of client data in accordance with HIPAA regulations; and
 - 7. Credible allegations of fraud committed against the Agency by staff or volunteers.
- D. If the County becomes aware of major incidents as described in Policy #C, which may not be known by the Agency, the County will report the incident to

the Agency's management within one (1) business day of when the County becomes aware of the incident.

- E. Major incidents as described in Policy #C must be reported by phone or email to the LTCA Supervisor or County Division Manager. The report must include the following:
 - 1. A description of the issue;
 - 2. Relevant background;
 - 3. Agency actions or recommendations; and
 - 4. Follow-up if needed to close out the issue.
- F. Each Agency must distribute the Major Incident Reporting Policies and Procedures to all of its employees.

II. PROCEDURES

- A. Agencies will establish a written policy on procedures to follow in reporting major incidents to the County, with clearly delineated chain of command.
- B. The Agency must report to one (1) of the following County staff by phone or email: LTCA Supervisor or County Division Manager. The report must include the following:
 - 1. A description of the issue.
 - 2. Relevant background.
 - 3. Agency actions or recommendations.
 - 4. Follow-up if needed to close out the issue.
- C. The Agency's staff must report suspected abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children to DSHS Adult Protective Services (APS) – 1-866-221-4909 or Child Protective Services (CPS) – 1-866-363-4276. If the person you suspect is being abused or neglected is living in a nursing home, assisted living facility, or adult family home call the Complaint Resolution hotline at 1-800-562-6078. Call immediately if you become aware or suspect abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children.

- D. If the County becomes aware of major incidents as described in Policy #C, which may not be known by the Agency, the County will report the incident to the Agency's management within one (1) business day of when the County becomes aware of the incident.